

A.P.N. 28-11-427-009-0000

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RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
TAMI SPENCER  
12410 E MIRABEAU PKWY  
SUITE 100  
SPOKANE VALLEY WA 99216  
BY: STP, DEPUTY - MA 5 P.

**Prepared by and Return To:**

Christian A. Farmakis  
Babst, Calland, Clements and Zomnir, P.C.  
Two Gateway Center, 7<sup>th</sup> Floor  
Pittsburgh, PA 15222  
(412) 394-5400

625845

**MEMORANDUM OF LEASE AMENDMENT AGREEMENT**

Crown BU# / Site Name: 824308 / Granite\_rock  
Melody Site # / Site Name: R2109W-CC01 / Granite\_rock

THIS MEMORANDUM OF LEASE AMENDMENT AGREEMENT (this "*Memorandum of Amendment*") is made and entered into as of the as of the 21 day of Dec, 2018, but effective as of the 21 day of Dec, 2018 (the "*Effective Date*"), by and between T14 MELTEL LLC, a Delaware limited liability company, formerly known as T14 Unison Site Management LLC ("*Melody*"), and T-MOBILE WEST TOWER LLC, a Delaware limited liability company ("*Tenant*"), by and through CCTMO LLC, a Delaware limited liability company, its attorney-in-fact, as successor-in-interest to Voicestream PCS II Corporation ("*Crown*").

**RECITALS:**

WHEREAS, pursuant to that certain Wireless Communication Easement and Assignment Agreement dated May 12, 2015 which was recorded in the real property records of Salt Lake County, Utah on May 14, 2015 at Book 10324, Page 3124 (or as Instrument Number 12050607) (collectively, the "*Site Owner Agreement*"), Melody and Tenant are parties to that certain Site License dated January 25, 2001 (as the same may have been amended, modified or assigned from time to time, collectively, the "*Lease*"), pursuant to which Tenant leases a portion of the real property located in Salt Lake County, Utah, as more particularly described in the Lease (the "*Leased Premises*"); and

WHEREAS, Crown manages, subleases or otherwise controls Tenant's interest in the Lease pursuant to that certain Master Prepaid Lease dated November 30, 2012, by and among T-Mobile USA Tower LLC, T-Mobile West Tower, LLC, T-Mobile USA, Inc., and CCTMO LLC, and that certain Management Agreement dated November 30, 2013, by and among T3 Tower 1 LLC, T3 Tower 2 LLC, and CCTMO LLC (collectively, the "***Sublease Agreement***"); and

WHEREAS, Melody and Tenant have amended the Lease by a Lease Amendment Agreement (the "***Lease Amendment***") of even date herewith and desire to provide recorded notice of the Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Melody and Tenant agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are incorporated herein as if fully set forth herein.

2. **Extension of Lease Term**. The term of the Lease has been amended as set forth in the Lease Amendment. Subject to the terms, provisions, and conditions of the Lease, as amended by the Lease Amendment, and assuming the exercise by Tenant of all renewal options contained in the Lease as amended by the Lease Amendment, the final expiration date of the Lease would be November 30, 2120.

3. **Effect**. This Memorandum of Amendment is not a complete summary of the terms, provisions and conditions contained in the Lease or the Lease Amendment. In the event of a conflict between this Memorandum of Amendment and the Lease Amendment, the Lease Amendment shall control.

4. **Counterparts**. This Memorandum of Amendment may be executed in counterparts, each of which will be deemed an original document, but all of which shall constitute a single document. This document will not be binding on or constitute evidence of a contract between the parties until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to the other party.

*[Signatures on following page]*

IN WITNESS WHEREOF, each Party has caused this Memorandum of Amendment to be executed by their respective duly authorized officers to be duly effective as of the Effective Date written above.

**TENANT:**

**T-MOBILE WEST TOWER LLC,**  
a Delaware limited liability company

By its attorney-in-fact:

**CCTMO LLC,**  
a Delaware limited liability company

Signature: [Signature]  
Print Name: R. Christopher Mooney  
Title: Vice President

**WITNESSES:**

Signature: [Signature]  
Print Name: S.V. BUDET  
Signature: [Signature]  
Print Name: Zeck Barker

**WITNESS AND ACKNOWLEDGEMENT**

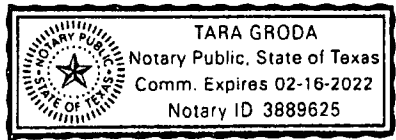
State of Texas  
County of Harris

On this 19 day of December 2018, before me, Tara Groda the undersigned Notary Public, personally appeared R. Christopher Mooney, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Notary Public  
Print Name: TARA GRODA  
My commission expires: 2/16/2022



[SEAL]

Crown BU# / Site Name: 824308 / Granite\_rock  
Melody Site # / Site Name: R2109W-CC01 / Granite\_rock

[SIGNATURES CONTINUE ON NEXT PAGE]

**MELODY:**

**T14 MELTEL LLC**  
a Delaware limited liability company

Signature: *Joshua Oboler*  
Print Name: Joshua Oboler  
Title: Authorized Signatory

**WITNESSES:**

Signature: *Courtney Daniel*  
Print Name: Courtney Daniel

Signature: *Angelica Mazzone*  
Print Name: Angelica Mazzone

**WITNESS AND ACKNOWLEDGEMENT**

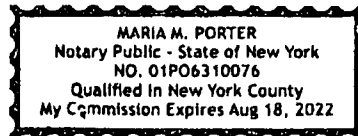
State of New York  
County of New York

On this 4<sup>th</sup> day of February, 2019, before me, Maria M. Porter, the undersigned Notary Public, personally appeared Joshua Oboler, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

*Maria M. Porter*  
Notary Public  
Print Name: Maria M. Porter  
My commission expires: August 18, 2022



[SEAL]

EXHIBIT A

Legal Description

PARCEL 1:

Beginning at a point which is West 720.55 feet from the East quarter corner of Section 11, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence South 39°49' East 497.40 feet along the Westerly line of Little Cottonwood Road; thence South 00°46'50" East 513.08 feet to a copper plug in a rock; thence North 88°53'20" West 466.98 feet to a copper plug; thence North 22°18'20" East 135.87 feet to a copper plug; thence North 04°14'40" East 301.31 feet to a copper plug; thence North 83°41'03" East 229.06 feet; thence North 19°59'40" West 270.81 feet; thence North 89°52'17" West 242.19 feet to the East line of a right of way; thence North 20°55'10" West 199.09 feet; thence South 88°31'20" East 247.82 feet to the point of beginning.

LESS AND EXCEPTING the following:

Beginning at the Northeast corner of said lands, said point being West 720.55 feet from the East quarter corner of Section 11, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence South 39°49'00" East 57.68 feet along the Easterly line of said lands; thence South 45°00'00" West 191.54 feet; thence North 89°52'17" West 78.15 feet along the Southerly line of said lands; thence North 20°55'10" West 26.97 feet along the Westerly line of said lands; thence North 45°00'00" East 219.47 feet; thence South 88°31'20" East 31.11 feet along the Northerly line of said lands to the point of beginning.

ALSO LESS AND EXCEPTING a parcel of land located in the Southeast corner of Section 11, Township 3 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point that is North 89°35'24" West 806.73 feet from the East quarter corner of Section 11, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence Southeasterly 42.61 feet along a 2964.41 foot radius curve to the left (chord bears South 39°54'18" East 42.61 feet); thence South 45°00'00" West 180.71 feet; thence North 20°55'10" West 173.03 feet; thence South 89°35'24" East 162.23 feet to the point of beginning.

ALSO LESS AND EXCEPTING a parcel of land located in the Southeast corner of Section 11, Township 3 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point that is North 89°35'24" West 747.13 feet from the East quarter corner of Section 11, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence South 45°00'00" West 45.62 feet; thence North 39°54'18" West 42.61 feet; thence South 89°35'24" East 59.60 feet to the point of beginning.

PARCEL 2:

Beginning 1678.47 feet North and 395.19 feet West from the Southeast corner of Section 11, said point of beginning also described as follows:

Beginning at a point which is South 955.084 feet and West 395.19 feet from the East quarter corner of Section 11, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence North 60.00 feet; thence North 88°53'20" West 466.98 feet; thence North 22°18'20" East 135.87 feet; thence North 04°14'40" East 191.26 feet; thence South 78°39'00" West 173.71 feet; thence North 08°12'00" West 54.689 feet; thence West 148.683 feet; thence South 391.315 feet; thence South 88°53'20" East 730.30 feet to the point of beginning.